

1 BILL NO. S-80-04-09

2 SPECIAL ORDINANCE NO. S- 43-80

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 309-79,
6 Phase III, between the City of Fort
7 Wayne, Indiana and Bercot, Inc., Con-
8 tractor for construction of sanitary
9 sewer interceptor along Harber Ditch.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract, dated April 2,
13 1980, between the City of Fort Wayne, Indiana, by and through
14 its Mayor and the Board of Public Works, and Bercot, Inc.,
15 Contractor, for:

16 construction of sanitary sewer
17 interceptor along Harber Ditch.

18 under Board of Public Works Sewer Improvement Resolution No.
19 309-79, Phase III, at a total cost of \$252,270.50, all as more
20 particularly set forth in said contract which is on file in
21 the office of the Board of Public Works and is by reference
22 incorporated herein and made a part hereof, be and the same is
23 in all things hereby ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage and approval by the Mayor.

26 
Councilman

27 APPROVED AND TO FORM AND
28 LEGALITY April 3, 1980.

29 
30 JOHN E. HOFFMAN
31 City Attorney
32

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Clerk (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 4/8/80, the 19, at 6 o'clock M., E.S.T.

DATE: 4/8/80
Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>7</u>	<u>0</u>		<u>2</u>	
BURNS	<u>X</u>				
EISBART	<u>X</u>				
GIAQUINTA				<u>X</u>	
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
SCHOMBURG	<u>X</u>				
STIER				<u>X</u>	
TALARICO	<u>X</u>				

DATE: 4/22/80
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-43-80 on the 22nd day of April, 1980.

ATTEST: (SEAL)
Charles W. Westerman William A. Schmidt
CHARLES W. WESTERMAN - CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 22nd day of April, 1980, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 23rd day of April 1980, at the hour of 3 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-04-09

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution No.
309-79, Phase III, between the City of Fort Wayne, Indiana and
Bercot, Inc., Contractor for construction of sanitary sewer
interceptor along Harber Ditch

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do PASS.

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

4-22-80 CONCURRED IN
DATE CHARLES W. WESTERMAN, CLERK

BERCOT, INC.

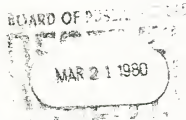
Excavating, Grading, Sewers & Waterlines

6015 Huguenard Road
~~3280 LINDEN AVENUE~~

46818
FORT WAYNE, INDIANA ~~46805~~

469-1561
OFFICE PHONE ~~469-3120~~

March 18, 1980



City of Fort Wayne
Board of Public Works
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Attn: Mark L. Akers, Chairman RE: Harber Ditch Interceptor Phase III, B.O. 125-79

Gentlemen:

As per your request, we hereby acknowledge and concur with a thirty (30) day extension of time on our bid for the above stated project.

It is understood that the thirty (30) day extension will expire on April 10, 1980.

If you have any further question or comments, please contact me.

Very truly yours,

BERCOT, INC.


Steve Bercot, President

SB/lc

cc: WPC, Phil Boller

JOHN DEHNER, Inc. • Contractors



OFFICE: 1206 CLARK ST.
P.O. BOX 1345
PHONE: (219) 422-7577

BUILDERS OF
SEWERS, WATERWORKS, ROADS
DRAINAGE, EXCAVATING & GRADING

YARD: 5406 WINCHESTER ROAD
PHONE: 747-4658
AREA CODE 219

FORT WAYNE, INDIANA 46801

March 19, 1980

RECEIVED

MAR 21 1980

City of Fort Wayne
Water Pollution Control
One Main Street
Fort Wayne, Indiana 46802
ATTN: Mr. Phil Boller, P.E.

Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

RE: Harber Drain

Gentlemen:

This letter is to verify our agreement with the City of Fort Wayne on the above referenced project.

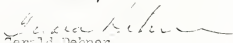
John Dehner, Inc. will pay their assessment in the amount of \$40,000.00, plus the fee charges of Philip Schnelker, Inc. Engineers for the design, plans and specifications for the lift station and four inch force main.

The City of Fort Wayne is to obtain all Rights of Way and easements for the project. Also, to pay for the lift station, force main and the installation of same. Upon completion, the City of Fort Wayne is to operate and maintain the lift station.

Thanking you for your cooperation on this project, we remain

Sincerely,

JOHN DEHNER, INC.


Gerald Dehner
President

GD:rc



FORT WAYNE COMMUNITY SCHOOLS

ADMINISTRATIVE CENTER • 1230 SOUTH CLINTON STREET • FORT WAYNE, INDIANA 46802

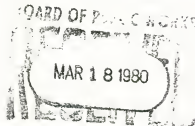
RECEIVED

BUILDINGS AND GROUNDS
PHONE 219/425-7211

March 17, 1980

Phillip Boller, Director
Water Pollution Control
City-County Building
Fort Wayne, Indiana 46802

Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

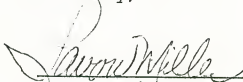


Dear Phil:

This letter is intended to follow-up recent meetings and our telephone conversation last week regarding the proposed construction of the Harbor Interceptor "third leg" coupled with a pumping station and forced main line connecting to a twelve inch (12") on Ferguson Road. As we understand the situation, this project in effect will provide sanitary sewer services to our Pleasant Center School and other users on a restricted basis, being governed principally by the size of the pumping capacity and forced main. The Fort Wayne Community Schools understands that said assessment to us for this service will be \$115,000 without a reimbursable clause. We also understand we are obligated to normal monthly service charges. May this letter serve as our official approval of this proposal by the City.

We appreciate the spirit of cooperation demonstrated by the many people in your division as we have "waded" through this and other similar projects. Hopefully, future problems will not be quite as "messy" as this one proved to be.

Sincerely,


Lavon E. Miller
Director of Buildings
and Grounds

LEM:lk

cc: Supt. Grile
Dr. Young
Mr. Landrigan
Mr. Klingenberg
Mr. Beer

Barton-Coe Assoc.
Philip Schnelker
file

CONTRACT NO. 309-79 - PHASE III

THIS CONTRACT made and entered into in triplicate this 2nd day of April, 1980, by and between Bercot Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Sanitary Interceptor Description - Phase III

Beginning at the termination of Phase II, thence easterly 2050± LF; thence southwesterly an southeasterly along Harber Ditch 6945± LF terminating at a proposed manhole at Bluffton Road.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY 11032, Sheets 1 through 20, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$252,270.50. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

21" R.C.P. Class III Manholes	Twenty-four and 15/100 dollars Fourteen hundred and 00/100 dollars	24.15 1400.00
8" Encased Boring	One hundred thirty-one and 00/100 dollars	131.00
Seeding & 2" Mulch	No and 70/100	0.70
Broadcast Seeding	No and 30/100	0.30
#53 or #73 Special Backfill	Ten and 00/100 dollars	10.00
10" Deep Strength Asphalt	Thirty and 00/100 dollars	30.00
Field Office Complete	Forty hundred and 00/100 dollars	4000.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the

work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter

319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 309-79
- B. Instructions to Bidders for Contract No. 309-79
- C. Contractor's Proposal Dated December 12, 1979
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY 11032
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted February 26, 1976 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of Labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 300 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



BERCOT, INC.
6015 HUGHENARD ROAD
FORT WAYNE, INDIANA 46808

BY: Steve Bercot, President

BY: Wendy Bercot, Secretary
Wendy Bercot

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy, Clerk

APPROVED, AS TO FORM AND LEGALITY:

Al Hoffman

BOARD OF PUBLIC WORKS

Mark L. Akers
Mark L. Akers, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Herbert R. Gamache
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19 80

Contract No. 309-79 - Phase III

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

BOND 48 12 75

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

BERCOT, INC.

(Name of Contractor)

6015 Huguenard Road, Fort Wayne, Indiana 46818

(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)Principal, and THE WESTERN CASUALTY AND SURETY COMPANY
(Name of Surety)Fort Scott, Kansas 66701
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of ~~Two Hundred Fifty-Two Thousand~~ ^{Two Hundred Seventy and 50/100ths} dollars (\$~~252,270.50---~~) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the _____ day of _____, 19____, for construction of:

A sanitary interceptor to serve part of E½ Sec. 16 T29N, R12E, and a small segment of NE¼ Sec. 21, T29N, R12E.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY 11032 Sheet(s) 1 through 20 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and


WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Three
(number)

counterparts, each one of which shall be deemed an original, this _____
day of _____, 19____.

ATTEST:


[Signature]
(Principal) Secretary

[SEAL]

Lois E. Colone
(Witness as to Principal)

4220 W. Till Rd
(Address)

Fort Wayne, Ind 46818

ATTEST:

[Signature]
(Surety) Secretary

[SEAL]

Shirley J. Ruprecht
Witness as to Surety

661 Florence Avenue
(Address)

Fort Wayne, Indiana 46808

BERCOT, INC.

(Principal)

BY: [Signature]

Gene DeRest, President

6015 Huguenard Road

(Address)

Fort Wayne, Indiana 46818

THE WESTERN CASUALTY AND SURETY COMPANY
Surety

By [Signature]

Attorney-in-Fact

4233 East State Boulevard
(Address)

Fort Wayne, Indiana 46815

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." does hereby nominate, constitute and appoint

H. Stanley Huff, Jr., or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th. day of September, 1975.

THE WESTERN CASUALTY AND SURETY COMPANY

By

V. J. O'Gorek
Vice President



STATE OF KANSAS
COUNTY OF BOURBON ss

On this 17th. day of September, A. D., 1975, before the subscriber, a Notary Public in the State of Kansas and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980

W. H. Shepard
Notary Public.



I, F. C. McCurley, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this day of September, 1975.

F. C. McCurley
Assistant Secretary.



SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

BERCOT, INC.

(Name of Contractor)

6015 Huguenard Road, Fort Wayne, Indiana 46818

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)and THE WESTERN CASUALTY AND SURETY COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Two Hundred Fifty-Two Thousand Dollars (\$252,270.50----) (value of work) for the payment whereof we, I and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19____, for the construction of:

A sanitary interceptor to serve part of E½ Sec. 16, T29N, R12E and a small segment of NE¼ Sec. 21, T29N, R12E.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY 11032, Sheet(s) 1 through 20 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

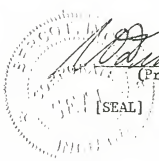
WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed Three counterparts,
(number)
each one of which shall be deemed an original, this _____ day of
_____, 19____.

ATTEST:


Lois E. Colone
(Principal) Secretary
[SEAL]

Lois E. Colone
Witness as to Principal

4220 W. Till Rd
(Address)

Fort Wayne, In 46818

ATTEST:

Donald F. Campbell
(Surety) Secretary

[SEAL]

Janice J. Ruprecht
Witness as to Surety

661 Florence Avenue
(Address)

Fort Wayne, Indiana 46808

BERCOT, INC.
Principal

By Gene Berest, President

6015 Huguenard Road
(Address)

Fort Wayne, Indiana 46818

THE WESTERN CASUALTY AND SURETY COMPANY
Surety

By H. Stanley Huff
Attorney-in-Fact
H. Stanley Huff, Jr.

4233 East State Boulevard
(Address)

Fort Wayne, Indiana 46815

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

does hereby nominate, constitute and appoint

H. Stanley Huff, Jr., or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th. day of September , 19 75

THE WESTERN CASUALTY AND SURETY COMPANY

By

V. J. O'Gorek
Vice President



STATE OF KANSAS
COUNTY OF BOURBON ss

On this 17th. day of September , A. D., 19 75, before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980

R. H. Shepard
Notary Public.



I, F. C. McCurley Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this day of , 19

F. C. McCurley
Assistant Secretary.



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

AND ADDRESS OF AGENCY Huff and Campbell Insurance Agency, Inc. 4233 East State Boulevard Fort Wayne, Indiana 46815	COMPANIES AFFORDING COVERAGES <hr/> COMPANY LETTER A Michigan Mutual Insurance Company <hr/> COMPANY LETTER B Cincinnati Insurance Company <hr/> COMPANY LETTER C <hr/> COMPANY LETTER D <hr/> COMPANY LETTER E
NAME AND ADDRESS OF INSURED Bercot-Gibson Construction Company, Inc. Bercot, Inc.; Behepe, Inc. 3838 Mobile Avenue Fort Wayne, Indiana 46805	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE <input checked="" type="checkbox"/> HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	SAMG 86-4-69132-3	1-01-81	BODILY INJURY	\$ 500	\$ 500
				PROPERTY DAMAGE	\$ 250	\$ 250
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$ 500
B	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CCC 284 06 54	2-01-83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
				BODILY INJURY AND PROPERTY DAMAGE COMBINED		\$
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	SAMG 31-4-69132-1	1-01-81	STATUTORY	\$ 100 (EACH ACCIDENT)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Harber Ditch Sanitary Sewer Interceptor Resolution 309-1979

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail **TEN** days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER
City of Fort Wayne, Indiana
Board of Works
Ninth Floor, City-County Building
One Main Street
Fort Wayne, IN 46802

March 21, 1980
 DATE **HUFF & CAMPBELL INS. AGENCY, INC.**

Helen Huff
 AUTHORIZED REPRESENTATIVE

March 21, 1980

Ms. Virginia Hayes
Michigan Mutual Insurance Company
4720 Kingsway Boulevard
Indianapolis, IN 46220

Dear Ms. Hayes:

SUBJECT: BERCOT, INC. Policy Term 1-01-80 to 1-01-81
and an amended Workers Compensation Policy SANG31-4-69132-1

Please request a certificate of Employers Compliance with the
Indiana Workers Compensation and Occupational Disease Acts from
the Industrial Board of Indiana for the above insured.

The certificate should be issued to:
City of Fort Wayne, Indiana
Board of Works
Ninth Floor, City-County Building
One Main Street
Fort Wayne, IN 46802

for specific job.

Harber Ditch Sanitary Sewer Interceptor
Resolution 309-1979

Thank you for your cooperation.

Sincerely,

HUFF AND CAMPBELL INSURANCE AGENCY, INC.

H. Stanley Huff, Jr.

H. Stanley Huff, C.F.C.U.
President

HSN/jr

attachment

cc Board of Works
City of Fort Wayne

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 19____, by and between _____ (herein called Escrow Agent), City of Fort Wayne, Indiana (herein called Owner), and _____, (herein called Contractor).

WHEREAS, Owner and Contractor entered into a contract dated _____, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-1605.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.
2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.
3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - a. In the manner directed by the joint written authorization of the Owner and Contractor.
 - b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:

- a. A charge of _____ for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement
- b. An additional charge of _____ for the second twelve month period, such charge to be assessed at the end of the second year or upon termination of the agreement
- c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

(ESCROW AGENT)

(OWNER)

BY _____

(CONTRACTOR)

ITS BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____
_____ ("Escrow Agent") to advance to the Contractor the
sum of _____ Dollars
(\$ _____) pursuant to Section 3 of the Escrow Agreement dated
_____, 19____, by and between the aforementioned parties,
including accrued income, less the escrow fee.

(OWNER)

(CONTRACTOR)

BY _____

BY _____

Its Board of Public Works

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT

THIS AGREEMENT, made this _____ day of _____, 19____,
by and between _____,
Contractor, and City of Fort Wayne, Owner;

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated
_____ for the construction of _____;
and

WHEREAS, by the terms of said contract, Owner is entitled to retain portions
of the payments due and to become due to the Contractor on account of said work;
and

WHEREAS, Contractor has the right to have said funds placed in an interest
bearing escrow account; and

WHEREAS, Contractor desires to waive said right and agrees to accept the
principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself and all of his subcontractors,
workmen and materialmen, does hereby waive his right to have retainage placed in
an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due
without interest thereon.

Contractor

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

BY _____
BY _____
BY _____

Contract No. 309-79 - Phase III

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____. (Provisions added here).

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19_____.

Owner

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF
AWARD is hereby acknowledged

by _____,

this the _____ day

of _____ 19 _____

BY _____

Title _____

NOTICE TO PROCEED

To: _____

Date: _____
 Project: _____

You are hereby notified to proceed in accordance with your contract dated _____, 19____, on the project and you are to complete the project within _____ consecutive calendar days thereafter.
 Therefore, the date for the completion of this project is _____, 19____.

Owner:
 BOARD OF PUBLIC WORKS

Chairman _____

Member _____

Member _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
 PROCEED is hereby acknowledged by

_____,
 this the _____ day
 of _____, 19____

BY _____
 Title _____

20M 11-76

APPLICATION FOR A PERMIT TO CUT INTO A STATE ROAD DEC 19 1976

NOTE: (If trench runs parallel to pavement for a distance of 100' or more it must be placed at least 12 feet from edge of pavement. If it has to be placed closer, a good reason must be given on the application.)

To the INDIANA STATE HIGHWAY COMMISSION
Division of Maintenance
Indianapolis, Indiana

Cut Road Highway Permit APPLICATION 23-7-129	District	Fort Wayne
	Sub-District	Fort Wayne
	Indiana	November 13, 1979

I hereby make application for a PERMIT to cut into

LOCATION:--State Highway Number 1 (Bluffton Rd.) at the following described location
Boring #1: App. 1460 ft. North of the centerline of Ferguson Rd. - App. Sta 983 + 40
Boring #2: App. 300 ft. South of the centerline of Winter Road - App. Sta 913 + 30
Boring #3: App. 320 ft. South of Pleasant Center Road - App. Sta 859 + 50

THE TYPE OF ROAD SURFACE where the cut is to be made is Concrete - Asphalt - No cut in pavement

NATURE OF OPENING TO BE MADE:--The opening to be made will be _____ feet long in right-of-way and _____ feet long in road surface by _____ feet wide. (See attached drawings)

Draw a sketch on the back of this sheet showing the exact location, dimensions, depth of opening, etc., or submit a sketch or blueprint on a separate sheet securely fastened hereto.

FURTHER DESCRIPTION: Also running parallel to the State Road for approximately 415 feet
App. Sta. 983 + 40 - Sta. 979 + 30 - (See attached drawing)

PURPOSE OF OPENING:-- Installation of a Sanitary Interceptor

CHARGE:--(Do not submit cash.) Attached hereto, please find Cashier's Check or Bank Draft made payable to "Indiana State Highway Commission" in the amount of (monthly billings) Dollars (\$ _____) covering the cost (as per schedule on back of this sheet) of the aforementioned opening or cut, if this application is granted.

If the applicant does not wish to pay the charges for the cut then a performance bond will be required with each application for a permit to cut into a state road. A minimum bond of \$2500 is required, and the amount to be increased to equal the estimated cost of that part of the project on the state highway right-of-way such bond is required to insure compliance with all terms of the permit, and shall be released only when the work described on the permit has been completed to the satisfaction of the Commission.

If in completing the work a wider cut is made in the road surface than that specified in this application, I will, upon completion of said work, remit to the INDIANA STATE HIGHWAY COMMISSION an additional charge based on the schedule on the back of this sheet.

Any sod that is removed will be replaced satisfactory to INDIANA STATE HIGHWAY COMMISSION.
I further agree to erect and maintain all necessary barricades, detour signs and warning lights required to safely direct traffic over or around the part of the road where the above described work is to be done so long as the work in any way interferes with traffic, in accordance with Section "D" of the Indiana Manual of Uniform Traffic Control Devices.

I further agree to move or remove any structures installed under this permit, at applicant's own expense, should future traffic conditions or road improvement necessitate and when requested to do so by the INDIANA STATE HIGHWAY COMMISSION, except for the National Systems of Interstate and Defense Highways as defined in I.C. 8-1-9.

I further agree that said work will not interfere with any existing structure along or across said state highway, without permission from owner of said structure.

I further agree to stop said work at any time upon request of the INDIANA STATE HIGHWAY COMMISSION.

I further agree that pipe used in connection with this work will meet the specifications of the INDIANA STATE HIGHWAY COMMISSION as to size and quality.

I further agree to abide by the special provisions attached to this permit.

I further agree that said permit will be on the site while work is in progress and shown to Permit Inspector, if requested.

I further agree to notify the local Superintendent of the INDIANA STATE HIGHWAY COMMISSION two working days preceding the beginning of work.

I further agree to notify the local Superintendent of the INDIANA STATE HIGHWAY COMMISSION, in writing, that the work is completed. This notice is to be sent within 7 days of completion of all work on this permit.

This permit valid for one year from date of approval. If the work is not completed within this time, permit is automatically cancelled. A new application must be submitted before proposed work can be done.

The applicant agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way arising out of, or resulting from the issuance of this permit or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration, or removal of any equipment or material whether due in whole or in part to the negligent acts or omissions (1) of the state, its officials, agents, or employees; or (2) of the applicant, his agents or employees, or other persons engaged in the performance of the work; or (3) the joint negligence of any of them, including any claims arising out of the Workmen's Compensation Act or any other law, ordinance, order, or decree. The applicant also agrees to pay all reasonable expenses and attorneys fees incurred by or imposed on the state in connection herewith in the event that the applicant shall default under the provisions of this paragraph.

SPECIAL PROVISIONS M-173-SP The Special Provisions noted are hereby incorporated by reference into this permit and are as fully binding upon the permittee as if they had appeared on the face of this permit.

David W. Hanna
SUPERINTENDENT
Raymond L. Hawk
DISTRICT ENGINEER
R. M. Mellinger
CHIEF, DIVISION OF MAINTENANCE

Philip R. Boller
Legale Signature of Applicant or Name of Company
By Philip R. Boller, Chief W.P.C. Engineer
Representative of Company
Address One Main Street, Fort Wayne, IN
(Give Complete Post Office Address)
Telephone 219 - 423-7061

Sub. Permt. Insp. R. Hansen

APPLICATION FOR PERMIT TO CUT INTO AN ALLEN COUNTY ROAD

Permit No. 1379

Name of Road State Road 1

To the ALLEN COUNTY HIGHWAY DEPARTMENT
Permit Engineer
Fort Wayne, Indiana

Township Union

Addition None

County Allen, Indiana, 19

I hereby make application for a PERMIT to cut into

LOCATION: County Road 1, Township Union, at the following described location:

THE TYPE OF ROAD SURFACE where the cut is to be made is Gravel

NATURE OF OPENING TO BE MADE:—The opening to be made will be 12 feet long in right-of-way, and 12 feet long in road surface by 12 feet wide, and 12 feet deep.

PURPOSE OF OPENING: To install a water meter

LIST OF PRICES CHARGED FOR A PERMIT TO CUT INTO AN ALLEN COUNTY ROAD as per schedule on the reverse side of this sheet.

CHARGE:—Enclosed please find my certified check for \$7.00 (S. 7.00) Dollars. If in completing the work a wider cut is made in the road surface than that specified in this application, I will, upon completion of said work, remit to the ALLEN COUNTY HIGHWAY DEPARTMENT an additional charge, ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE COUNTY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO ITS CONDITION IMMEDIATELY PRIOR TO THE APPLICANT'S DAMAGE OR CUT (\$ DOLLARS).

MAINTENANCE BOND:—A maintenance bond will be required on each permit which will be one hundred per cent (100%) of the estimated cost of labor and materials to restore the county property cut into or damaged by the applicant to its condition immediately prior to the applicant's damage or cut, which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by Allen County Permit Engineer upon notification of completion of said work. (NO BOND REQUIRED IF ESTIMATED COST OF RESTORATION IS LESS THAN \$300.00).

RESPONSIBILITY:—If this application to cut into the road surface is granted, and if the inside face of trench is within three (3) feet of the edge of the road surface, I hereby agree to backfill the trench of the said opening with hard run gravel or crushed stone, which will be thoroughly compacted by tamping in layers not to exceed four (4) inches in depth to within twelve (12) inches of the present surface and to dispose of all surplus material and also to replace the remaining twelve (12) inches within the trench opening as per existing conditions prior to making trench, except that portion of the trench which is in the travelled road, the remaining twelve (12) inches will be backfilled with coarse gravel or crushed stone, maintained in a smooth and uniform condition for a period of not less than four (4) weeks after traffic is again permitted to pass over the filled trench, until such time the surface shall be replaced to existing conditions unless otherwise provided by special provisions.

For any cut other than the aforementioned conditions that is granted, I hereby agree to backfill the trench of said cut by thoroughly tamping the backfilling in layers not exceeding four (4) inches deep, unless provided by special provisions.

I further agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right-of-way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights required to safely direct traffic over or around the part of the road where the above-described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or road improvements necessitate and when requested to do so by the Allen County Permit Engineer;

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

To notify the ALLEN COUNTY PERMIT DEPARTMENT in writing five (5) days in advance of the time of beginning the work done under this permit; and to mail a copy of this notice to its local HIGHWAY SUPERINTENDENT; also, to notify the local HIGHWAY SUPERINTENDENT either by telephone or telegraph the day preceding the beginning of the work;

To restore the county property cut into or damaged, including said road and lateral cuts by applicant to its condition immediately prior to the applicant's damage or cut to the satisfaction of the ALLEN COUNTY COMMISSIONERS, ALLEN COUNTY HIGHWAY SUPERINTENDENT AND THE ALLEN COUNTY PERMIT ENGINEER.

GRANT OF PERMIT TO CUT INTO COUNTY RIGHT-OF-WAY

The Allen County Permit Engineer hereby grants to a permit to cut into the Allen County highway right-of-way described herein, on condition that said applicant file with the County Highway Department a Maintenance Bond in the amount of (\$).

This permit shall expire one year from the day of NOV 29 1979, 19 , unless actual work has begun on the above-mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Highway Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE-DESCRIBED BOND IS FILED.

If any person shall install a pipeline, conduit or private drain across or along any county highway, or shall block or damage any county highway, without first obtaining a permit therefor and filing with the Highway Permit Engineer a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding One Thousand Dollars (\$1,000.00).

Signature of Applicant

Address

Approved:

IN RE:

HIGH SCALE

CODE: S-SKILLED
 SS-SM-SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUNG
 PW-PER WAGE

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDING BY THE BOARD OF WORKS, CITY OF FT. WARR, INDIANA, DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER, 1979.

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trade to wit:

TRADE OR OCCUPATION	CLASS	RATE PER HR.	MAN	WOM	YOUNG	SEE	MISC.
ASBESTOS WORKER	S	13.00	55¢	1.25			31¢
BOTTLER/MAKER	S	13.25	1.15¢	1.00		30	
BRICKLAYER	S	12.34	45	50		1	61¢
CARPENTER (BUILDING)	S	10.89	70	64		2	41¢
CARPENTER (HIGHWAY)	S	10.22	60	60		5	21¢
CEMENT MASON	S	10.65	75	60		2	
ELECTRICIAN	S	12.70	50	31+50		6	
ELEVATOR CONSTRUCTOR	S	12.33	1.04¢	82	64	35	
GLAZIER	S	10.79		25	40	4	25¢+30¢
IRON WORKER	S	12.35	1.00	1.45		2	21¢
LASQUER (BUILDING)	S-SS	8.75-9.75	70	50		5	
LASQUER (HIGHWAY)	US	8.30-9.35	70	70		9	
LASQUER (SEWER)	S-SS-SS	8.30-9.35	70	70		9	
LATHER	S	10.84		50		1	21¢
MILLWRIGHT & FILEDRIVER	S	11.29	70	64		2	41¢
OPERATING ENGINEER (BUILDING)	S-SS	8.35-12.50	75	65		10	
OPERATING ENGINEER (HIGHWAY)	US	8.50-11.57	75	65		10	
OPERATING ENGINEER (SEWER)	S-SS-SS	8.50-11.57	75	65		10	
PAINTER	S	9.90-10.90	60	85		12	61¢+10¢
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	13.20	85	90		7	71¢
MOSAIC & TERRAZZO GRINDER	S	8.95-10.80					
ROOFER	S	11.90		30			
STEELMETAL WORKER	S	12.16	72	77		10	21¢+30¢
TEAMSTER (BUILDING)	S-SS	9.60-10.55¢	29.00¢	17.00¢			141¢
TEAMSTER (HIGHWAY)	US	9.20-9.60¢	31.50¢	17.00¢			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING HIGH SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF July, 1979

REPRESENTING CONTRACTOR, STATE OF INDIANA

Wayne A. Smith
 REPRESENTING THE AGREED PARTY

Frank W. Rie
 REPRESENTING STATE A.F.L. & C.I.O.

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR SEWER IMPROVEMENT RES. NO. 309-79 - PH III

HARBER DITCH

DEPARTMENT REQUESTING ORDINANCE

BOARD OF PUBLIC WORKS

8-80-04-09

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 309-79, PHASE III, FOR

CONSTRUCTION OF SANITARY SEWER INTERCEPTOR ALONG HARBER DITCH, BERCOT, INC., CONTRACTOR FOR

THE PROJECT, IN THE AMOUNT OF \$252,270.50

(CONTRACT ATTACHED)

(SEE LETTERS FROM JOHN DEHNER, INC., BERCOT, INC. & FORT WAYNE COMMUNITY SCHOOLS REGARDING

CONSTRUCTION OF THE ABOVE-DESCRIBED SEWER AND MADE A PART HEREOF)

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE AREA ALONG HARBER DITCH, WHICH

INCLUDES PLEASANT CENTER SCHOOL.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$252,270.50 FROM CITY UTILITIES

\$115,000 to be reimbursed to us by F.W.C.S.

ASSIGNED TO COMMITTEE